



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Garthwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

July 3, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**NOTICE OF COOPERATIVE AGREEMENT FROM THE FEDERAL CENTERS FOR DISEASE
CONTROL AND PREVENTION FOR RECOMMENDING HIV/STD COUNSELING AND
TESTING IN AMBULATORY CLINIC EMERGENCY ROOM PROJECT
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Accept the attached Notice of Cooperative Agreement (NCA) No. R18/CCR921000-02-01, Exhibit I, from the Federal Centers for Disease Control and Prevention (CDC) in the amount of \$152,349, in carryover of unobligated funds from budget period Year 1, September 30, 2001 through September 29, 2002, to budget period Year 2, September 30, 2002 through September 29, 2003, to support the Recommending HIV/ Sexually Transmitted Disease (STD) Counseling and Testing in Ambulatory Clinic Emergency Room (ER) Project.
2. Approve and instruct the Director of Health Services, or his designee, to sign an agreement with Charles R. Drew University of Medicine & Science (Drew University), substantially similar to Exhibit II, with a maximum County obligation of \$38,110, for personnel services to administer the project, effective date of Board approval through September 29, 2003, with provision for a one year automatic renewal, effective September 30, 2003 through September 29, 2004, contingent upon additional CDC funds.
3. Authorize and delegate authority to the Director of Health Services, or his designee, to authorize the increase or decrease of the agreement with Drew University up to 15% of the maximum County obligation based on the availability of funds during the term of the agreement and the automatic renewal term.

4. Delegate authority to the Director of Health Services, or his designee, to accept a future funding allocations from the CDC for the period effective September 30, 2003 through September 29, 2004, for continuation of the project, contingent upon available CDC funds, and subject to review and approval by County Counsel, and notification of Board offices.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

In approving these actions, the Board is accepting a NCA from the Federal CDC to support the HIV/STD Counseling and Testing in Ambulatory Clinic ER Project and to provide personnel services through Drew University to administer the project.

Board approval of the requested actions will assist the Department of Health Services (DHS or Department) to establish a community partnership with a local hospital emergency department to increase surveillance activities and minimize the impact of sexually transmitted diseases in the community. The project will study the outcome of routinely recommending HIV, chlamydia and gonorrhea counseling and testing in a local emergency department setting.

FISCAL IMPACT/FINANCING:

The Project period for the HIV/STD Counseling and Testing in Ambulatory Clinic ER is September 30, 2001 through September 29, 2003. The original NCA was in the amount of \$251,370. NCA No. R18/CCR921000-02-1 in the amount of \$152,349, is carryover of unobligated funds from budget period Year 1 to budget period Year 2 of a two year project. The revised award is in the amount of \$403,719, which includes an allocation of \$38,110 for a subcontract agreement with Drew University. The remaining allocation of \$365,609 consists of personnel, operating expenditures and indirect costs.

The total program cost for Year 2 is \$426,087, which is funded by \$403, 719 in CDC funds and \$22,368 in County in-kind cost.

Funding is included in the FY2003-04 Adopted Budget and will be requested in future fiscal years, if applicable.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On August 30, 2001, the STD Program office submitted an application to the CDC to request funding for the Recommending HIV/STD Counseling/Testing in Ambulatory Clinic ER Project.

On September 25, 2001, the Department received an NCA from the CDC in the amount of \$251,370, with in-kind costs of \$19,506, for a total project cost of \$270,876, to support program personnel and expenditures to administer the project. The NCA was approved by the Board on April 2, 2002. In the same action, the Board approved five (5) new personnel positions, 2 Community Service Counselors, 1 Epidemiologist, and 2 Full-Time Student Professional Workers to began project development, data collection, form development and procedures for the ER project.

The Honorable Board of Supervisors
July 3, 2003
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On November 12, 2002, the Board approved a NCA from the Federal CDC in the amount of \$251,370 for the period of September 30, 2002 through September 29, 2003. The Department also initiated a request to the CDC to carryover \$152,349 in unobligated funds from budget period Year 1 to budget period Year 2 to support project costs.

On February 20, 2003 the Department received NCA No. R18/CCR921000-02-1 from the CDC in the amount of \$152,349 authorizing approval of unobligated carryover funds.

The agreement with Drew University includes additional mandated County provisions (i.e Compliance with Jury Service Program and The Safely Surrendered Baby Law).

The agreement provides for termination, with or without cause, by either party upon giving of at least thirty (30) days advance written notice to the other party.

County Counsel has reviewed Exhibit I and has approved Exhibit II as to form.

Attachments A and B provide additional information.

CONTRACTING PROCESS:

The Department is requesting a sole source agreement with Drew University to provide personnel services to administer the project for the Martin Luther King, Jr./Drew Medical Center (King/Drew) ER Department. The ER Department at King/Drew was selected due to their high ER patient load and the CDC's requirement of providing evidence that at least 500 HIV infected persons per year will visit their ER. King/Drew has adequate space available to accommodate the proposed testing program. The culturally diverse patient base of King/Drew offers a unique opportunity for research as it is principally comprised of those racial, ethnic, and socio-demographic populations that have been identified as understudied and under served.

This effort will also enable DHS to establish a community partnership with ER Department patients, King/Drew ER staff, Drew University staff and a local project Community Advisory Board for project implementation. County program staff has collaborated with Drew University to develop and set-up project protocols, procedures and a data analysis system for the project since April 2002. Drew University has provided in-kind services to meet these efforts.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended actions will allow DHS to continue to implement routine STD counseling and testing in an ER Department as a means to detect previously unidentified HIV, chlamydia, and gonorrhea infections and reduce the burden of STDs in the community through adequate treatment, counseling, referral, case management, partner counseling, and referral services.

The project will primarily provide client services for Service Planning Areas (SPA) 6 and 8, however, King/Drew ER Department provides services countywide.

The Honorable Board of Supervisors
July 3, 2003
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas L. Garthwaite".

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:kh

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLETCD2433:KH
6/19/03

SUMMARY OF AGREEMENT

1. TYPE OF SERVICES:

The HIV/STD Counseling and Testing Project will study the outcome of routinely recommending HIV, chlamydia and gonorrhea counseling and testing in an emergency room setting at King/Drew Medical Center (KDMC).

2. AGENCY/ CONTACT PERSON:

Department of Health and Human Services
Federal Centers for Disease Control and Prevention
Procurement and Grants Office - Acquisitions and Assistance Branch
2920 Brandywine Road, Suite 3000, MS E-15
Atlanta, Georgia 30341-4146
Attention: Barry L. Copeland, Grants Management Specialist
Telephone: (770) 488-2614 Facsimile: (770) 488-2670
e-mail address: bjc8@cdc.gov

Subcontractor:

Charles R. Drew University of Medicine and Science
1731 East 120th Street
Los Angeles, California 90059
Attention: Ron Lau, Vice President and Chief Financial Officer
Telephone: (323) 563-5820 Facsimile: (323) 563-1953
e-mail address: rolau@cdrewu.edu

Contact Person:

Rosemarie Maccani, Director of Grants and Contracts
Telephone: (323) 563-5843 Facsimile: (323) 563-5867
e-mail address: r.maccani@cdrewu.edu

3. TERM OF NOTICE OF COOPERATIVE AGREEMENT AND SUBCONTRACT:

Project Period: September 30, 2001 through September 29, 2003.
Budget Period: September 30, 2002 through September 29, 2003.

The subcontract with Drew University is effective date of Board approval through September 29, 2003, with provision for a one-year automatic renewal, effective September 30, 2003 through September 29, 2004, contingent upon additional CDC funding.

4. FINANCIAL INFORMATION:

The original NCA was in the amount of \$251,370. NCA No. R18/CCR921000-02-1 in the amount of \$152,349, is carryover of unobligated funds from budget period Year 1 to budget period Year 2 of a two year project. The revised award is in the amount of \$403,719, which includes an allocation of \$38,110 for a subcontract agreement with King/Drew University. The remaining allocation of \$365,609 consist of personnel, operating expenditures and indirect costs.

The total program cost for Year 2 is \$426,087, which is funded by \$403,719 in CDC funds and \$22,368 in County in-kind cost.

Funding is included in the FY 2003-04 Adopted Budget and will be requested in future fiscal years, if applicable.

5. GEOGRAPHIC AREA TO BE SERVED:

The primary target area is Special Planning Areas 6, 7, and 8, however, KDMC ER Department provides services countywide.

6. DESIGNATED ACCOUNTABLE FOR PROJECT MONITORING:

James G. Haughton, M.D., M.P.H., Medical Director, Public Health

7. APPROVALS:

Public Health: John F. Schunhoff, Ph.D., Chief of Operations

Contracts and Grants Division: Riley J. Austin, Acting Chief

County Counsel (approval as to form): Robert E. Ragland, Senior Deputy County Counsel

BLETC2433.KH
6/20/03

**Los Angeles County Chief Administrative Office
Grant Management Statement for Grants Exceeding \$100,000**

Department: Health Services - Sexually Transmitted Disease Program (STD)

Grant Project Title and Description - HIV/STD Counseling/Testing Ambulatory Clinic ER

Project implementation in the emergency room (ER) setting was identified as a clinical area that serves a diverse population where risk behaviors are inconspicuous or ineffectively screened for STD surveillance. The project will study the outcome of routinely recommending HIV, chlamydia and gonorrhea counseling

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
CDC	R18/CCR921000-02-01	ASAP

Total Amount of Grant	\$152,349	County Match Requirements	N/A
Grant Period: 9/01-9/03	Begin	(Budget Period 9/30/02	End Date: 09/29/03)
Number of Personnel Hired -Grant	4	Full	3 Part Time 1

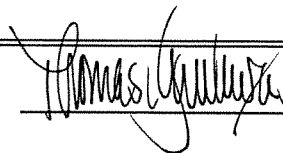
Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant funded program?	Yes	X	No	
Will all personnel hired for this program be placed on temporary ("N") items?		X	No	
Is the County obligated to continue this program after the grant expires	Yes		No	X
If the County is not obligated to continue this program after the grant expires, the Department will:				
a). Absorb the program cost without reducing other services	Yes		No	X
b). Identify other revenue sources	Yes	X	No	
Describe				
c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant.	Yes	X	No	

Impact of additional personnel on existing space: None

Other requirements not mentioned above: None

Department Head Signature



Date

2/3/03

02/20/2003

93.941

DEPARTMENT OF HEALTH AND HUMAN SERVICES

PUBLIC HEALTH SERVICE

CENTERS FOR DISEASE CONTROL AND PREVENTION

NOTICE OF COOPERATIVE AGREEMENT

AUTHORIZATION (LEGISLATION/REGULATION)

PHSA: 317/311/301 (42 USC 241/243/247B)

(EXHIBIT I)

SUPERSEDES AWARD NOTICE DATED 08/29/2002	
EXCEPT THAT ANY ADDITIONS OR RESTRICTIONS PREVIOUSLY IMPOSED REMAIN IN EFFECT UNLESS SPECIFICALLY RESCINDED.	
GRANT NO. 3/CCR921000-02-1	5. ADMINISTRATIVE CODES CCR18
PROJECT PERIOD FROM 09/30/2001	THROUGH 09/29/2003
BUDGET PERIOD FROM 09/30/2002	THROUGH 09/29/2003

TITLE OF PROJECT (OR PROGRAM)

RECOMMENDING HIV/STD COUNSELING/TESTING IN AMBULATORY CLINIC ER

GRANTEE NAME AND ADDRESS COUNTY OF LOS ANGELES-DHS DIR, COMMUNICABLE DISEASE CONTROL 313 N. FIGUEROA ST RM 222 LOS ANGELES, CA 90012	10. DIRECTOR OF PROJECT (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) PETER R. KERNDT, MD., DIR STD PROGRAMS COUNTY OF LOS ANGELES - DHS 2615 S. GRAND AVENUE, ROOM 500 LOS ANGELES, CA 90007
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1. APPROVED BUDGET (EXCLUDES PHS DIRECT ASSISTANCE)

PHS GRANT FUNDS ONLY
TOTAL PROJECT COSTS INCLUDING GRANT FUNDS AND ALL OTHER FINANCIAL PARTICIPATION

(PLACE NUMERAL ON LINE)

I

SALARIES AND WAGES.....\$	144,403
FRINGE BENEFITS.....\$	40,561
TOTAL PERSONNEL COSTS.....\$	184,964
CONSULTANT COSTS.....\$	0
EQUIPMENT.....\$	0
SUPPLIES.....\$	129,108
TRAVEL.....\$	4,000
INPATIENT CARE.....\$	0
PATIENT CARE-OUTPATIENT.....\$	0
ALTERATIONS AND RENOVATIONS.....\$	0
OTHER.....\$	4,400
CONSORTIUM/CONTRACTUAL COSTS.....\$	38,110
TRAINEE RELATED EXPENSES.....\$	0
TRAINEE STIPENDS.....\$	0
TRAINEE TUITION AND FEES.....\$	0
TRAINEE TRAVEL.....\$	0
TOTAL DIRECT COSTS.....\$	360,582
INDIRECT COSTS (29.87 % OF S&W/TADC).....\$	43,137
TOTAL APPROVED BUDGET.....\$	403,719

SBIR FEE.....\$	0
FEDERAL SHARE.....\$	403,719
NON-FEDERAL SHARE.....\$	0

12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE

A. AMOUNT OF PHS FINANCIAL ASSISTANCE (FROM 11.U).....\$	403,719
B. LESS UNOBLIGATED BALANCE FROM PRIOR BUDGET PERIODS..\$	152,349
C. LESS CUMULATIVE PRIOR AWARD(S) THIS BUDGET PERIOD...\$	251,370
D. AMOUNT OF FINANCIAL ASSIST. THIS ACTION \$	0

13. RECOMMENDED FUTURE SUPPORT (SUBJECT TO THE AVAILABILITY OF FUNDS AND SATISFACTORY PROGRESS OF THE PROJECT)

BUDGET YEAR	TOTAL DIRECT COSTS	BUDGET YEAR	TOTAL DIRECT COSTS
A. 0	0	D. 0	0
B. 0	0	E. 0	0
C. 0	0	F. 0	0

14. APPROVED DIRECT ASSISTANCE BUDGET (IN LIEU OF CASH)

A. AMOUNT OF PHS DIRECT ASSISTANCE.....\$	0
B. LESS UNOBLIGATED BALANCE FROM PRIOR BUDGET PERIODS..\$	0
C. LESS CUMULATIVE PRIOR AWARDS FROM THIS BUDGET PERIOD \$	0
D. AMOUNT OF DIRECT ASSISTANCE THIS ACTION \$	0

15. PROGRAM INCOME SUBJECT TO 45 CFR PART 74, SUBPART F, OR 45 CFR 92.25, SHALL BE USED IN ACCORDANCE WITH ONE OF THE FOLLOWING ALTERNATIVES: (SELECT ONE AND PUT LETTER IN BOX.)

A. DEDUCTION
B. ADDITIONAL COSTS
C. MATCHING
D. OTHER RESEARCH (ADD/DEDUCT OPTION)
E. OTHER (SEE REMARKS)

B

THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE PHS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
A. THE GRANT PROGRAM LEGISLATION CITED ABOVE. B. THE GRANT PROGRAM REGULATION CITED ABOVE. C. THIS AWARD NOTICE INCLUDING TERMS AND CONDITIONS, IF ANY, NOTED BELOW UNDER REMARKS. D. PHS GRANTS POLICY STATEMENT INCLUDING ADDENDA IN EFFECT AS OF THE BEGINNING DATE OF THE BUDGET PERIOD. E. 45 CFR PART 74 OR 45 CFR PART 92 AS APPLICABLE. IN THE EVENT THERE ARE CONFLICTING OR OTHERWISE INCONSISTENT POLICIES APPLICABLE TO THE GRANT, THE ABOVE ORDER OF PRECEDENCE SHALL PREVAIL. ACCEPTANCE OF THE GRANT TERMS AND CONDITIONS IS ACKNOWLEDGED BY THE GRANTEE WHEN FUNDS ARE DRAWN OR OTHERWISE OBTAINED FROM THE GRANT PAYMENT SYSTEM.

REMARKS (OTHER TERMS AND CONDITIONS ATTACHED - YES ☒ NO ☐

SPONSOR: NATIONAL CENTER FOR HIV PREVENTION

*IDC RATE BASE: SEE ATTACHED

HS GRANTS MANAGEMENT OFFICER: (SIGNATURE)

(NAME-TYPED/PRINT)

(TITLE)

CARLOS M. SMILEY

GRANTS MANAGEMENT OFFICER

7. UBJ. CLASS. 41.51

18. CRS.EIN: 1-956000927-A1

19. LIST NO.: CL-028-L03

FY-CAN	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT. ACTION FIN. ASST	AMT. ACTION DIR. ASST
A.	B.	C.	D.	E.
A.	B.	C.	D.	E.
A.	B.	C.	D.	E.

**NOTICE OF COOPERATIVE
AGREEMENT**

(Continuation Sheet)

PAGE 2 OF 2

DATE ISSUED FEB 20 2003

AWARD NO. R18/CCR921000-02-1

TERMS AND CONDITIONS OF THIS AWARD

The purpose of this amended Notice of Award is to provide carryover of unobligated funds of \$152,349 from budget period Year 1 to budget period Year 2, as requested in the letter dated November 12, 2002. This amount will be subject to reduction if the actual unobligated balance is less. All other terms and conditions remain the same.

<u>Budget Categories</u>	<u>Original Award</u>	<u>Carryover</u>	<u>Revised Award</u>
Salaries & Wages	\$ 130,772	\$ 13,631	\$ 144,403
Fringe Benefits	40,561	-	\$ 40,561
Equipment	-	-	\$ -
Supplies	582	128,526	\$ 129,108
Travel	1,880	2,120	\$ 4,000
Other	400	4,000	\$ 4,400
contracts	38,110	-	\$ 38,110
Consultants	-	-	-
Total Direct Costs	\$ 212,305	\$ 148,277	\$ 360,582
Indirect Costs	39,065	4,072	\$ 43,137
Total Costs	\$ 251,370	\$ 152,349	\$ 403,719

PLEASE REFERENCE YOUR AWARD NUMBER ON ALL CORRESPONDENCE.

Contract No. _____

HIV/STD COUNSELING AND TESTING
IN AMBULATORY CLINIC EMERGENCY ROOM PROJECT
SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2003,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

CHARLES R. DREW UNIVERSITY
OF MEDICINE AND SCIENCE
(hereafter "Contractor").

WHEREAS, Section 101025 of the California Health and Safety Code places upon the Board of Supervisors of County the duty to preserve and protect the public health; and

WHEREAS, Section 101000 of the California Health and Safety Code requires the Board to appoint a County Health Officer; and

WHEREAS, Section 120175 of the California Health and Safety Code requires the County Health Officer to take such measures as may be necessary to prevent the spread or occurrence of contagious, infectious, or communicable diseases within the jurisdiction of County; and

WHEREAS, Contractor possesses the competence, expertise, facilities and personnel to provide the enhanced sexually transmitted disease intervention delivery services described hereunder; and

WHEREAS, County's Department of Health Services (hereafter "DHS") believes it is in the best interest of the

residents of County to obtain these services by contract; and

WHEREAS, Contractor is willing to provide the services described herein for and in consideration of the payments provided under this Agreement and under the terms and conditions hereafter set forth; and

WHEREAS, the term "Director" as used herein refers to County's Director of Department of Health Services or his/her authorized designee(s); and

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: This Agreement shall commence on the date of approval by County's Board of Supervisors ("Board") and shall continue in full force and effect to, and including, September 29 2003. This Agreement shall be thereafter automatically be renewed for an additional twelve (12) month period, effective September 30, 2003 through September 29, 2004, subject to the availability of Federal Centers for Disease Control (CDC) funding to County. If such CDC funding is not forthcoming, this Agreement shall terminate September 29, 2003.

If for any reason the Federal grant which funds this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing. This Agreement may be terminated at anytime by either party upon the giving of thirty (30) days written notice to the other party. Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees,

and agents to comply with any of the terms of this Agreement shall constitute a material breach hereof and the Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. DESCRIPTION OF SERVICES: Contractor shall provide services to County in the manner and form as described in the body of this Agreement and in Exhibits A, "Scopes of Work" attached hereto and incorporated herein by reference.

3. MAXIMUM OBLIGATION OF COUNTY: Upon the effective date of this agreement through September 29, 2003, the maximum obligation of County for Contractor's performance hereunder is Thirty-Eight Thousand, One Hundred Ten Dollars (\$38,110) as set forth in Exhibit A, Schedule I, Budget, attached hereto and incorporated herein by reference.

If this Agreement is renewed for the period September 30, 2003 through September 29, 2004, the maximum obligation of County for Contractor's performance hereunder is Thirty-Eight Thousand, One Hundred Ten Dollars (\$38,110) as set forth in Exhibit B, Schedule II, Budget, attached hereto and incorporated herein by reference.

Contractor shall use such funds only to pay for expenditure categories (i.e., personnel services, operating expenses, and indirect costs), as set forth in Exhibit A, Schedule I, Exhibit B, Schedule II, attached hereto, and only to the extent that such funds are reimbursable to County by the

Federal Centers for Disease Control grant award.

Contractor may reallocate up to ten percent (10%) of any amount in any expenditure category to any other expenditure category. Expenditure category amounts are those set forth in Exhibit A, Schedule I, Exhibit B, and Schedule II, as the total funding for Personnel Services, Operating Expenses, and Indirect Costs. Director may authorize Contractor to exceed any expenditure category beyond the ten percent (10%) reallocation provided that the County's maximum obligation shall not exceed that provided herein, and provided further that Contractor submits a written request and justification to the Director for any reallocation in excess of ten percent (10%) and obtains Director's prior written approval.

4. BILLING AND PAYMENT: County shall compensate Contractor for performing services hereunder in accordance with the following provisions:

A. County agrees to compensate Contractor in accordance with Exhibit A, Schedule I, Budget, and Exhibit B, Schedule II, Budget attached hereto.

B. Contractor shall bill County monthly in arrears. Contractor shall submit all invoices in duplicate and clearly reflect all required information as specified on such forms as may be furnished or required by County. Such invoices shall detail actual reimbursement costs incurred by Contractor in accordance with Exhibit A, Schedule I, Budget and Exhibit B, Schedule II, Budget, attached hereto. Each

original invoice shall be approved and signed by Contractor's duly authorized designee. Original invoices shall be submitted to: (1) Department of Health Services, Public Health Sexually Transmitted Disease Program, 2615 South Grand Avenue, 6th Floor, Los Angeles, California 90008, Attention: Sexually Transmitted Disease Program, Budget/Fiscal Manager, with duplicate invoice to: (1) Department of Health Services, Financial Management, 5555 Ferguson Drive, 1st Floor, City of Commerce, California 90022, Attention: Grants Management Unit; no later than fifteen (15) days after the end of each calendar month. After receipt of a correct and accurate billing, County shall pay Contractor in accordance with its customary accounts payable procedures.

C. County Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that actual reimbursable net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to provisions of this Agreement, then the difference shall be repaid by Contractor.

(2) If within forty-five (45) calendar days of termination of the contract period, such audit finds

that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference may be paid to Contractor.

D. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants.

E. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

F. Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County unless such expense is approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

G. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time

limits of submission as set forth in this Agreement, or if such report or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for any succeeding month or months for reports or data not delivered in a complete and correct form for any given month.

(2) Subject to the provisions of the "TERM" Paragraph of this Agreement, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any succeeding month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this

Agreement between County and Contractor until proof of such services is delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by an audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

H. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

5. BUDGET REDUCTIONS: In the event that County's Board of Supervisors adopts a County Budget during any county Fiscal Year this agreement is in effect, which provides for reductions in salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce this payment obligation correspondingly for such Fiscal year for services provided by Contractor under this Agreement. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) days of the Board's approval of such actions. Contractor shall continue to provide all of the services set forth in the Agreement.

6. NON-APPROPRIATION OF FUNDS CONDITION: Notwithstanding any other provisions of this Agreement, it shall be effective and

binding upon the parties only in the event that funds for the purpose hereof during any County current Fiscal year (July 1 - June 30) this agreement is in effect, are appropriated by County's Board of Supervisors.

Further, County shall not be obligated for services hereunder performed during any of County's' future fiscal years unless and until County's Board of Supervisors appropriates funds for services hereunder in County's Budget for each such future fiscal year.

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are appropriated from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Assistant Director of Health Services, Administrative and Financial Services. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed fifteen percent (15%) of the applicable County maximum obligation, Director

may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer. If the increase or decrease exceeds fifteen percent (15%) of the applicable County maximum obligation, approval by the County's Board of Supervisors shall be required. Any such changes in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS paragraph.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

8. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Contractor shall indemnify, defend, and hold harmless County and its Special Districts,

elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

B. General Insurance Requirements: Without limiting Contractor's indemnification of County, and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

(1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, 313 North Figueroa, Contracts & Grants Division, 6th Floor East, Los Angeles, California 90012 prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

(e) identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(2) Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless

otherwise approved by County.

(3) Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

(4) Notification of Incidents, Claims or Suits:

Contractor shall report to County:

(a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County contract manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

(5) Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

(6) Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Contractor providing evidence of insurance covering the activities of subcontractors, or

(b) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

C. Insurance Coverage Requirements:

(1) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

(2) Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

(3) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease - policy limit: \$1 million

Disease - each employee: \$1 million

(4) Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

9. SUBCONTRACTING:

A. For purpose of this Agreement, subcontracts may be approved by Director. Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be

approved in writing by Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, and the requirements of the exhibit(s) and schedule(s) attached hereto.

C. At least thirty (30) days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors.

10. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all federal, State, and local laws, ordinances, regulations, rules, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability,

or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State, or local laws, ordinances, regulations, rules, or directives.

11. ENDORSEMENT: Contractor shall not, in any manner, advertise, publish or represent that County endorses the goods or services herein mentioned without the prior written consent of County. Any published document referencing County must have prior written consent of County.

12. RIGHTS IN DATA: County obtains the right to use, duplicated and disclose in whole or in part, in any manner, for any purpose whatsoever, and to authorize others to do writings, drawings, pictorial reproductions, or other graphical representations and works of a similar nature produced by Contractor as a result of their activities supported by this Agreement. Contractor retains the right to use, duplicate and disclose in whole or in part, in any manner, for any purposes whatsoever, all writings, drawings, pictorial reproductions, or other graphical representations and works of a similar nature produced by Contractor as a result of their activities supported by this Agreement subject to the ENDORSEMENT Paragraph.

13. TRADE SECRETS: Recognizing that County has no way to safeguard trade secrets or proprietary information, Contractor shall and does hereby keep and bear County harmless from all damages, costs, and expenses by reason of any disclosure by County of trade secrets and proprietary information.

14. ALTERATION OF TERMS: The body of this Agreement, together with the exhibits attached hereto, fully expresses all matters covered and shall constitute the total Agreement. Except as specifically provided herein, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in writing and formally adopted in the same manner as this Agreement.

15. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

16. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

17. NOTIFICATION OF AGREEMENT: Contractor shall generally inform its officers, employees, and agents who perform services referred to under this Agreement of the provisions of this Agreement with particular emphasis on the following Paragraphs, STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE, INDEPENDENT CONTRACTOR STATUS, LICENSES AND COMPLIANCE WITH APPLICABLE LAW, CONFIDENTIALITY, AND UNLAWFUL SOLICITATION.

18. CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:

- 1.1 The performance of Contractor's obligations under the Agreement could require Contractor's receipt of or access to Health Information. LA County is subject to Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (Privacy Regulations). The Privacy Regulations require LA County to enter into a contract with Contractor, in its role as a business associate under the Privacy Regulations, in order to mandate certain protections for the privacy and security of Health Information. The provisions of this Agreement set forth the obligations of Contractor as a business associate under the Privacy Regulations.
- 1.2 For purposes of this Agreement, the following definitions apply:
- 1.2.1 Disclose, Disclosed and Disclosure mean, with respect to Health Information, the release, transfer, provision of access to, or divulging in any other manner of Health Information outside Contractor's internal operations or to other than its employees.
- 1.2.2 Health Information means information that (i) relates to the past, present, or future physical or mental health or condition of an individual;

the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (ii) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (iii) is received by Contractor from or on behalf of LA County, or is created by Contractor, or is made accessible to Contractor by LA County.

1.2.3 Use (in both its verb and noun forms) or Uses means, with respect to Health Information, the sharing, employment, application, utilization, examination or analysis of such Information with Contractor's internal operations.

1.3 Permitted Uses and Disclosures of Health Information:

Contractor:

- (a) shall Use and Disclose Health Information as necessary or appropriate to perform those activities as described in this Agreement;
- (b) shall Disclose Health Information to LA County upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities;
 - (1) Use Health Information; and

(2) Disclose Health Information if (A) the Disclosure is required by law, or (B) Contractor obtains reasonable assurance from the person to whom the information is Disclosed that the Health Information will be held confidentially and Used or further Disclosed only as required by law or for the purpose of which it was Disclosed to the person, and the person agrees to notify Contractor of any instances of which the person is aware in which the confidentiality of the Health Information has been breached.

Contractor shall not use or Disclose Health Information for any purpose.

- 1.4 Adequate Safeguards for Health Information. Contractor warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Health Information in any manner other than as permitted by this Agreement.
- 1.5 Reporting Non-Permitted Use or Disclosure. Contractor shall report to LA County each non-permitted Use or Disclosure that is made by Contractor, its employees, representatives, agents, or subcontractors but is not specifically permitted by this Agreement. The initial report shall be made by telephone call to LA County's Privacy Officer within forty-eight (48) hours from the time the Contractor becomes aware of the non-permitted Use or Disclosure, followed by a written report to the Privacy Officer no later than five (5)

days from the date the Contractor becomes aware of the non-permitted Use or Disclosure.

- 1.6 Availability of Internal Practices, Books and Records to Government Agencies. Contractor agrees to make its internal practices, books and records relating to the Use and Disclosure of Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining LA County's compliance with the Privacy Regulations.
- 1.7 Access to Amendment of Health Information. Contractor shall, to the extent LA County determines that any Health Information constitutes a designated record set under the Privacy Regulations, (a) make the Health Information specified by LA County available to the individual(s) identified by LA County as being entitled to access and copy that Health Information, and (b) make any amendments to Health Information that are requested by LA County. Contractor shall provide such access and make such amendments within the time and in the manner specified by LA County.
- 1.8 Accounting of Disclosures of Health Information. Upon LA County's request, Contractor shall provide to LA County an accounting of each Disclosure of Health Information made by Contractor or its employees, agents, representatives or subcontractors. The accounting shall include: (a) the date of the Disclosure; (b) the name, and address if known, of

the entity or person who received the Health Information;
(c) a brief description of the Health Information disclosed;
and (d) a brief statement of the purpose of the Disclosure.
For each Disclosure, Contractor shall track the information
specified in (a) through (d), above, and shall securely
maintain the information for six (6) years from the date of
the Disclosure.

1.9 Term and Termination. In addition to and notwithstanding
the termination provision set forth in the Agreement, the
Agreement may be terminated immediately upon written notice
by LA County to Contractor if LA County determines, in its
sole discretion, that Contractor has violated any material
term of this Agreement. Contractor's obligation under
subsections 1.3 through and including 1.12 of this Agreement
shall survive the termination or expiration of the
Agreement.

1.10 Disposition of Health Information Upon Termination or
Expiration. Upon termination or expiration of the
Agreement, Contractor shall either return or destroy, in LA
County's sole discretion and in accordance with any
instructions by LA County, all Health Information in the
possession or control of Contractor or its agents and
subcontractors. However, if LA County determines that
neither return nor destruction of Health Information is
feasible, Contractor may retain Health Information provided
that Contractor (a) continues to comply with the provisions

of this Agreement for as long as it retains Health Information, and (b) further limits Uses and Disclosures of that Health Information to those purposes that make its return or destruction infeasible.

1.11 No Third Party Beneficiaries. There are no third party beneficiaries to the provisions of this Agreement.

1.12 Use of Subcontractors and Agents. Contractor shall require each of its agents and subcontractors that received Health Information from Contractor to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

20. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten days prior written notice thereof to the parties.

A. Notices to County shall be addressed as follows:

(1) Department of Health Services
Sexually Transmitted Disease Program Office
2615 South Grand Avenue, 6th Floor
Los Angeles, California 90007

Attention: Program Director

(2) Department of Health Services

Contracts and Grants Division
313 North Figueroa Street,
Sixth Floor-East
Los Angeles, California 90012-2659

Attention: Division Chief

B. Notices to Contractor shall be addressed as
follows:

- (1) Charles R. Drew University of
Medicine and Science
1731 East 120th Street
Los Angeles, California 90059

Attention: Ron Lau, Vice President/Chief
Operating Officer

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Director

CHARLES R. DREW UNIVERSITY
OF MEDICINE AND SCIENCE

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM BY THE
OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

AGREECD2434.
KH:7/02/03

**COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
PUBLIC HEALTH
SEXUALLY TRANSMITTED DISEASE PROGRAM**

SCOPE OF WORK

Effective Date of Board Approval – September 30, 2003

PROJECT TITLE: *Routine Sexually Transmitted Diseases (HIV/Chlamydia/Gonorrhea) Counseling and Testing in the Emergency Department of Martin Luther King - Charles Drew Medical Center*

DESCRIPTION:

The proposed implementation of routine sexually transmitted disease (STD) counseling and testing (CT) in an Emergency Department (ED) will detect previously unidentified HIV, chlamydia, and gonorrhea infections and reduce the burden of STDs in the community through adequate treatment, counseling, referral, case management, and partner counseling and referral services. By bridging the resources of the Los Angeles County Health Department into the overburdened Martin Luther King - Charles Drew Medical Center (King-Drew) ED, preventive services will become accessible to underserved ED patients. Because the King-Drew ED reaches medically underserved African-American and Hispanic populations of Los Angeles County, the offering of routine CT will avail STD prevention and treatment services to those most likely to elude public health surveillance - minorities who do not have access to usual sources of medical care. If effective, this project will validate the model of establishing community partnerships between a local hospital and health department to minimize the impact of STDs in the community.

Objectives	Activities	Timeline	Evaluation
Regulatory Management	1) Review for renewal of IRB application at LAC DHS.	By 07/01/03	Documentation of final version of protocol.
	2) File for renewal or updates of IRB application at Drew as necessary.	By 07/15/03	Documentation of final version of protocol.
	3) Notify LAC STDP when full approvals or requests are granted.	By 07/30/03	Include copies of stamped, approved, documents such as consent forms.
Training	1) Project counselors need to be re-certified for HIV pre- and post- test counseling through Office of AIDS Programs and Policy.	Throughout '03 and '04	Documentation of re-certification.

Objectives	Activities	Timeline	Evaluation
Project Management	1) Participate in all scheduled monthly meetings.	Monthly	Number of meetings attended; documentation of work products.
	2) Participate in at least 80% of scheduled conferences calls.	Quarterly Throughout '03	Number of conference calls attended; documentation of work products.
	3) Attend all scheduled CDC meetings.	Quarterly Throughout '03	Number of meetings attended; documentation of work products.
	4) Hold meetings between LAC STDP and King-Drew staff at least once per month.	Monthly	Number of meetings held; documentation of collaborative efforts resulting from meetings.
	5) Participate in meetings related to HIV/STD testing and rapid testing.	Monthly	Number of meetings attended; report of activities conducted.
	6) Submit quarterly reports to the project director.	7/15/03; 9/15/03	Report of activities conducted and progress made.
	7) Hold meetings between study staff and King-Drew emergency Room staff, including Chief of Operations.	Monthly	Number of meetings held; documentation of collaborative efforts resulting from meetings.
Recruit Study Participants	1) Daily interaction with project director, LAC PHL public health investigator and Early Intervention Projects to identify infections and links to care.	Throughout '03 Daily	Daily logs of recruitment activities.
	2) Monitoring of infected clients referred for treatment and services.	Throughout '03 Daily	Progress reports on participants' access to treatment and services.
Clinical Management	1) Hold monthly staff meetings to review protocol developments/ changes.	Monthly	Number of meetings held; Minutes from meetings.
	2) Monitor counseling and testing staff for protocol compliance and quality assurance.	Throughout '03	Completeness and accuracy of data collected and reports generated.

Objectives	Activities	Timeline	Evaluation
Data Collection and Management	1) Collect informed consent forms and review for completeness.	Daily	Number of forms received, completeness of data.
	2) Transfer testing and counseling data to Epidemiologist to be entered into database and cleaned.	Daily	Completeness and accuracy of data.
	3) Maintain confidentiality of participants by monitoring temporary storage of data.	Throughout '03 Daily	Documents procedures for maintaining confidentiality.
	4) Submit data to CDC as requested.	Throughout '03	Data reports prepared and submitted to CDC.
Data Analysis	1) Provide technical assistance to Epidemiologist for data analysis and provide data to project staff.	As requested	Data reports prepared; documentation of distribution.
	2) Assist with the preparation of presentations and reports of data analysis.	Minimum: Quarterly Throughout '03	Number of reports and presentations provided.
Contract Management	1) Provide LAC STDP with regular reports of expenditures.	Monthly	Number of reports provided and accuracy of content.

HIV PREVENTION INTERVENTION RESEARCH STUDIES
ROUTINELY RECOMMENDING HIV AND STD COUNSELING AND TESTING IN
AMBULATORY CARE CLINICS AND EMERGENCY ROOMS
CHARLES R. DREW UNIVERSITY
YEAR 2 BUDGET

Budget Period: Effective Date of Board Approval through September 29, 2003

PERSONNEL					Number of Mos.	% of Time	Base Salary	Total Budget
Principal Investigator					3	80%	\$6,552	\$15,725
Co-Investigator					3	20%	\$6,552	\$3,931
Subtotal Personnel								\$19,657
Employee Benefit @26.6%								\$5,229
TOTAL PERSONNEL EXPENSES								\$24,885
<u>OPERATING EXPENSES</u>								
Laboratory supplies (Phlebotomy / Urine Collection)								\$500
Office Supplies								\$500
Printing/Duplication								\$248
Travel (1 trip for P.I.)								\$1,400
TOTAL OPERATING EXPENSES								\$2,648
SUBTOTAL								\$27,533
<u>INDIRECT COST</u>								
(42.5% of Total Personnel Expenses+ Total Operating Expenses, excluding Equipment)								\$10,576
<u>TOTAL COSTS</u>								\$38,110

Note: Base salaries include a Year 02 cost of living increase @11.376%

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
PUBLIC HEALTH
SEXUALLY TRANSMITTED DISEASE PROGRAM

SCOPE OF WORK

September 30, 2003 - September 29, 2004

PROJECT TITLE: *Routine Sexually Transmitted Diseases (HIV/Chlamydia/Gonorrhea) Counseling and Testing in the Emergency Department of Martin Luther King - Charles Drew Medical Center*

DESCRIPTION:

The proposed implementation of routine sexually transmitted disease (STD) counseling and testing (CT) in an Emergency Department (ED) will detect previously unidentified HIV, chlamydia, and gonorrhea infections and reduce the burden of STDs in the community through adequate treatment, counseling, referral, case management, and partner counseling and referral services. By bridging the resources of the Los Angeles County Health Department into the overburdened Martin Luther King - Charles Drew Medical Center (King-Drew) ED, preventive services will become accessible to underserved ED patients. Because the King-Drew ED reaches medically underserved African-American and Hispanic populations of Los Angeles County, the offering of routine CT will avail STD prevention and treatment services to those most likely to elude public health surveillance - minorities who do not have access to usual sources of medical care. If effective, this project will validate the model of establishing community partnerships between a local hospital and health department to minimize the impact of STDs in the community.

Objectives	Activities	Timeline	Evaluation
Regulatory Management	1) Review for renewal of IRB application at LAC DHS.	By 01/01/04	Documentation of final version of protocol.
	2) File for renewal or updates of IRB application at Drew as necessary.	By 01/15/04	Documentation of final version of protocol.
	3) Notify LAC STDP when approvals or other actions are received.	By 01/30/04	Include copies of stamped, approved, documents such as consent forms.
	4) Begin the preparation and submission final study findings to the IRB at LAC DHS and DREW.	By 04/15/04	Documentation of the final report.
	5) Prepare and submit final study termination letter.	By 09/30/04	Documentation of the study termination letter.
Training	1) Project counselors need to be re-certified for HIV pre- and post- test counseling through Office of AIDS Programs and Policy.	Throughout '03 and '04	Documentation of re-certification.

Objectives	Activities	Timeline	Evaluation
Project Management	1) Participate in all scheduled monthly meetings.	Monthly	Number of meetings attended; documentation of work products.
	2) Participate in at least 80% of scheduled conferences calls.	Minimum: Quarterly Throughout '04	Number of conference calls attended; documentation of work products.
	3) Attend all scheduled CDC meetings.	Minimum: Quarterly Throughout '04	Number of meetings attended; documentation of work products.
	4) Hold meetings between LAC STDP and King-Drew staff at least once per month.	Monthly	Number of meetings attended; documentation of collaborative resulting from meetings..
	5) Participate in meetings related to HIV/STD testing and rapid testing.	Monthly	Number of meetings attended; report of activities conducted.
	6) Submit quarterly reports to the project director.	12/15/03; 3/15/04; 6/15/04; 9/15/04	Report of activities conducted and progress made.
	7) Hold meetings between study staff and King-Drew emergency Room staff, including Chief of Operations.	Monthly	Number of meetings held; documentation of collaborative efforts resulting from meetings.
	8) Prepare and submit final project findings in a report format to CDC.	By 9/30/04	Documentation of the Final Report.

Objectives	Activities	Timeline	Evaluation
Recruit Study Participants	1) Daily interaction with project director, LAC PHL public health investigator and Early Intervention Projects to identify infections and links to care. 2) Monitoring of infected clients referred for treatment and services.	Throughout '04 Daily	Daily logs of recruitment activities.
Clinical Management	1) Hold monthly staff meetings to review protocol developments/ changes. 2) Monitor counseling and testing staff for protocol compliance and quality assurance.	Monthly Throughout '04	Progress reports on participants' access to treatment and services. Number of meetings held; Minutes from meetings. Completeness and accuracy of data collected and reports generated.
Data Collection and Management	1) Collect informed consent forms and review for completeness. 2) Transfer testing and counseling data to Epidemiologist to be entered into database and cleaned. 3) Maintain confidentiality of participants by monitoring temporary storage of data. 4) Submit data to CDC as requested.	Throughout '04 Throughout '04 Throughout '04	Number of forms received, completeness of data. Completeness and accuracy of data. Documents procedures for maintaining confidentiality. Data reports prepared and submitted to CDC.
Data Analysis	1) Provide technical assistance to Epidemiologist for data analysis and provide data to project staff. 2) Assist with the preparation of presentations and reports of data analysis.	Throughout '04 As requested Minimum: Quarterly Throughout '04	Data reports prepared; documentation of distribution. Number of reports and presentations provided.
Contract Management	1) Provide LAC STDP with regular reports of expenditures.	Monthly	Number of reports provided and accuracy of content.

**HIV PREVENTION INTERVENTION RESEARCH STUDIES
ROUTINELY RECOMMENDING HIV AND STD COUNSELING AND TESTING IN
AMBULATORY CARE CLINICS AND EMERGENCY ROOMS
CHARLES R. DREW UNIVERSITY
YEAR 3 BUDGET**

Budget Period: Effective September 30, 2003 through September 29, 2004

PERSONNEL		Number of Mos.	% of Time	Base Salary	Total Budget
Principal Investigator		12	20%	\$6,552	\$15,725
Co-investigator		12	5%	\$6,552	\$3,931
Subtotal Personnel					\$19,657
Employee Benefit @26.6%					\$5,229
TOTAL PERSONNEL EXPENSES					\$24,885
<u>OPERATING EXPENSES</u>					
Laboratory supplies (Phlebotomy / Urine Collection)					\$500
Office Supplies					\$500
Printing/Duplication					\$248
Travel (1 trip for P.I.)					\$1,400
TOTAL OPERATING EXPENSES					\$2,648
SUBTOTAL					\$27,533
<u>INDIRECT COST</u>					
(42.5% of Total Personnel Expenses+ Total Operating Expenses, excluding Equipment)					\$10,576
<u>TOTAL COSTS</u>					\$38,110

Note: Base salaries include a Year 02 cost of living increase @11.376%

EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon _____, for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, _____, and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: _____

DATE: _____

NAME: _____
Print

Copy must be forwarded by CONTRACTOR to County's Chief Administrative Office, Department of Human Resources, Health, Safety, and Disability Division, 3333 Wilshire Boulevard 10th Floor, Los Angeles, California 90010.

ADDITIONAL PROVISIONS

DEPARTMENT OF HEALTH SERVICES

SERVICES AGREEMENT

1. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director, or to authorized federal, State, County, and local governmental representatives, the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its business offices, facilities, and/or County work site areas, for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Director upon request, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information with supportive documentation:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, limited liability company ("LLC"), or corporation.

(2) Articles of Incorporation and By-Laws (or articles of organization, certificate of formation, certificate of registration, and operating agreement if Contractor's organization is a LLC).

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).

(4) Board Minutes, or other legal documentation, identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with County. Such Board Minutes, or legal documentation, shall especially confirm that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement.

(5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(6) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and

submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor, including but not limited to, private contributions, if any. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If, during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

3. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental handicap, in accordance with requirements of federal and State laws, or in any manner on the basis of a client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or

at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

In addition, Contractor's facility access for the handicapped must fully comply with section 504 of the federal Rehabilitation Act of 1973 and Title III of the federal Americans with Disabilities Act of 1990.

B. Contractor shall further establish and maintain written complaint procedures under which any person applying for or receiving any services under this Agreement may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the rendering of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with

Contractor's resolution of the matter, shall be referred by Contractor to Director for the purpose of presenting his or her complaint of the alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' ("SDHS") Affirmative Action Division, if appropriate. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures.

A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the federal Rehabilitation Act of 1973, the federal American with Disabilities Act of 1990, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are

treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with federal and State laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract of understanding, a

notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which Director may suspend, or County may determine to cancel, terminate, or suspend, this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor

has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal

statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law.

Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director in writing, within thirty (30) calendar days, of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such

participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:
Contractor shall ensure that no employee or other person under Contractor's control, performs services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

9. UNLAWFUL SOLICITATION: Contractor shall require all of its officers and employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

10. RECORDS AND AUDITS:

A. Service Records: Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the

provision of services hereunder.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with any additional accounting principles and procedures, and standards, which may from time to time be promulgated by Director. All such records shall be sufficient to substantiate all charges billed to County in the performance of this Agreement. Further, all financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services (including personnel provided), as well as other financial records pertaining to this Agreement, shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, all records pertaining to this Agreement, or true and correct copies thereof, including but not limited to, those records described above, shall either: (1) be retained by Contractor, accessible for review by County representatives at a location in Los Angeles County, or (2) if retained by Contractor at a location outside of Los Angeles County, moved from such a location, to a location within Los Angeles County for review, upon Director's request, and made available during County's normal business hours, within ten (10) calendar days, to

representatives of County, or federal and State governments, for purposes of inspection and audit. In the event such records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for travel, per diem, and other costs related to such inspection and audit.

Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Federal Access to Records: If, and to the extent that, section 1861 (v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly

authorized representatives, this Agreement, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the sub-contract, books, documents and records of the subcontractor.

D. County To Be Provided Audit Report(s): In the event that an audit is conducted of Contractor by any federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with Director and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Agreement and

shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/ compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

F. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith to Contractor by County by cash payment.

11. REPORTS: Contractor shall make other reports as required by County, or DHS, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DHS, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

12. CONFIDENTIALITY: Contractor shall maintain the

confidentiality of all records and information including, but not limited to, billings, County records, and client/patient records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, and others providing services hereunder of said confidentiality provisions of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, subcontractors, and others providing services hereunder.

13. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by all applicable federal, State, and local laws, regulations, guidelines and directives, for the operation of its business and for the provisions of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local laws, regulations, guidelines and directives, which are applicable to their performance hereunder. Upon Director's

written request Contractor shall provide Director with a copy of each license, permit, registration, accreditation, and certificate, as required by all applicable federal, State, and local laws, regulations, guidelines and directives, within ten (10) calendar days thereafter.

14. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County.

Contractor shall bear the sole liability and responsibility for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. Acknowledgment that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor performing services under this Agreement and shall be filed with the County's Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010. The form and content of such acknowledgment shall be substantially similar to Exhibit C, attached hereto and incorporated herein by reference.

15. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"): Contractor shall notify its employees, and shall require that each of its subcontractors notify its employees, to inform them that they may be eligible for claiming federal EIC as allowed under the federal income tax laws. Such notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015; copies of which, are available from the IRS Forms Distribution Center, by calling 1-(800)-829-3676.

16. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 U.S.C. section 653a) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

Within thirty (30) calendar days of renewal or term extension amendment to this Agreement of at least one (1) year, Contractor shall submit to County's CSSD a completed Principal Owner Information ("POI") Form, incorporated herein by reference, along with certifications in accordance with the provisions of section 2.200.060 of the County Code, that: (1)

the POI Form has been appropriately completed and provided to the CSSD with respect to Contractor's Principal Owners; (2) Contractor has fully complied with all applicable State and federal reporting requirements relating to employment reporting for its employees; and (3) Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program ("CSCP") Certification, Exhibit D, also incorporated herein by reference.

Failure of Contractor to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the CSSD) to CSSD shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement.

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be

grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to the Termination for Default Paragraph of this Agreement.

C. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s ("Los Angeles'") Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used.

17. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's DPSS GAIN Program, who meet Contractor's minimum qualifications for the open position. The DPSS will refer GAIN participants by job category to the Contractor.

18. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former

employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Agreement.

19. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the location(s) where Contractor provides services under this Agreement, is/are operated at all times in accordance with all County and local community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

20. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such

purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgement against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports:
Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any

contract funds designated for such purpose. Within ninety calendar days (90) following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody:

Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option,

deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

21. RETURN OF COUNTY MATERIALS: At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

22. USE OF RECYCLED-CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

23. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall within two (2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

24. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement:

If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (31 U.S.C. section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which Director may suspend or County may immediately terminate this Agreement.

25. CONFLICT OF INTEREST:

A. No County officer or employee whose position in County enables such officer or employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this

Agreement. No officer, employee, agent, or subcontractor of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or ongoing evaluation of such services, under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved, or implicated, and a complete description of all relevant circumstances.

26. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent(s), will be allowed to evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required from time-to-time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but not be limited

to, assessing Contractor's compliance with all Agreement terms and performance standards. Any Contractor deficiencies or actions which are found to be in non-compliance with such terms and performance standards which Director determines are severe, or continuing, and that may place the performance of this Agreement in jeopardy if not corrected, will be immediately reported to County's Board of Supervisors by Director. The report will include a description of the quality improvement and/or corrective action measures to be taken by County and Contractor. If Contractor's performance does not improve after the initiation of such quality improvement and/or corrective actions, then County may impose other penalties as may be specified in this Agreement, or may terminate this Agreement immediately.

27. TERMINATION FOR INSOLVENCY AND DEFAULT:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary

petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

28. Termination For Improper Considerations: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or considerations in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to

the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

29. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time-to-time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a ten (10) calendar days advance written Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- (1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and
- (2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications

as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement is reached under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence, shall be retained by Contractor and made available to County upon Director's request in accordance with the provisions described under Paragraph 10, Records and Audits hereinabove, and/or within ten (10) calendar days, during County's normal business hours, to representatives of County for purposes of inspection and/or audit.

30. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of

the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement, or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to

County's Contractor Hearing Board, Contractor shall be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision, and any other recommendation of County's Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code.

32. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its DHS shall make the determination to solicit bids or request proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as

Contractor.

33. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that the venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

34. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

35. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

36. RULES AND REGULATIONS: During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of such County premises. It is the responsibility of Contractor to acquaint its employees who are to provide services hereunder with such rules and regulations. Contractor shall permanently withdraw any of its employees from the provision of services hereunder upon receipt of written notice from Director that: (1) such employee has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

37. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this

Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

38. AUTHORIZATION WARRANTY: Contractor hereby represents

and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

39. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or cancellation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

40. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers of such services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor

agrees to provide County with the services described in the Agreement.

41. CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For the purposes of this Paragraph, and as set

forth in the Jury Service Program provision of the County Code as described herein above: "Contractor" means a person, partnership, corporation or any other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one (1) or more County contracts or subcontracts; "employee" means any California resident who is a full time employee of Contractor; and "full time" shall mean forty (40) hours or more per week, or lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of Jury Service Program. If Contractor uses any subcontractor to perform services for the County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with

the Jury Service Program when this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement term and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program. The required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception," Exhibit D, is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to County.

(4) Contractor's violation of this Section of the contract may constitute a material breach of this Agreement. In the event of such material breach, County

may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

42. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING

EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for the payment of any monies, or reimbursements of any kind whatsoever, for any service provided by Contractor after the expiration or (other) termination of this Agreement, even if Contractor's provision of such services were requested by County directly. Should Contractor receive any such payment, it shall immediately notify County and shall repay or return all such funds or reimbursements to County within a reasonable amount of time. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or (other) termination of this Agreement.

43. SAFELY SURRENDERED BABY LAW LANGUAGE:

A. NOTICE TO EMPLOYEES REGARDING THE SAFELY

SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how

to safely surrender a baby. The fact sheet is set forth in Exhibit E of this contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

44. ENTIRE AGREEMENT: The body of this Agreement including the Additional Provisions, Exhibit A, Schedule I, Exhibit B, Schedule II, Exhibit C, Exhibit D, and Exhibit E attached hereto shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, or schedule,

**no shame.
no blame.
no names.**

**now there's a way to
safely surrender your baby**



The Safely Surrendered Baby Law A Confidential Safe Haven For Newborns

In California, the Safely Surrendered Baby Law allows an individual to give up an unwanted infant with no fear of arrest or prosecution for abandonment as long as the baby has not been abused or neglected. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.

In California, no one ever has to abandon a child again.

In Los Angeles County:

(877) BABY SAFE

(877) 222-9723

babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This Initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.